AIR POUCH
PRIORITY

CONFIDENTIAL
(Security Classification)

DO NOT TYPE IN THIS SPACE
773.5-MSP/7-2755

FOREIGN SERVICE DESPATCH

FROM : AMEMBASSY, TRIPOLI

44
DESP. NO.

TO : THE DEPARTMENT OF STATE, WASHINGTON.

July 27, 1955
DATE

REF : Embassy Desp. No. 42 of July 26, 1955; Deptel 508 of June 28, 1955; Dept Circtel No. 756 of June 28, 1955; Dept's A-68 of June 17, 1955; Deptel 475 of June 10, 1955.

For Dept. Use Only	ACTION	DEPT.
	NEA-5 ICA-10	A/REP-2 RM/R-2 OLI-6 S/MSA-1 L-2 E-4
	REC'D 8/3	INFO OTHER C/A-5 OSD:4

SUBJECT: General Agreement For Technical Cooperation

JOINT EMBASSY/USOM/L COMMUNICATION

There are attached hereto six copies, in English and Arabic, of the signed text of the General Agreement for Technical Cooperation Between the United States and Libya, six copies in English and Arabic of the signed Memorandum of Understanding concerning the General Agreement and six copies in English of the note referring to the General Agreement.

Except for the substitution of "July 31, 1955" for "June 30, 1955" in Article V, Paragraph 4 (see Dept. Tel. 508), no further changes were made in the text of the General Agreement as approved by the Department in Telegram No. 475 of June 10, 1955.

It will be noted, however, that there has been added to the second paragraph of the Memorandum of Understanding an additional proviso reading "and provided further that these privileges do not apply to any personnel whose salaries are not paid directly by the Government of the United States". This proviso was added at the last minute request of the Ministry of Finance, which foresaw that the personnel of the joint services, as envisaged by the draft program agreements, would include Palestinians or other foreign employees furnished by the Libyan Government and since these personnel would not enjoy the privileges accorded to those furnished by the United States, a serious morale problem could develop. It was therefore decided that non-Americans assigned from USOM/L to the joint services and paid from joint service funds would be excluded from duty exemption privileges.

The text of the note was changed to substitute "International Cooperation Administration" for "Foreign Operations Administration" to conform with the Department's Circular telegram No. 756 of June 28, 1955.

Because of the postponement until July 31 of the abolition of LATAS, the Embassy had sufficient time to discuss with the Foreign Office the changes in the Arabic text suggested by the Department in A-68, under reference, with the following results:

TCAdams/ABAllen/bg
REPORTER

CONFIDENTIAL

DEPARTMENT OF STATE A/DDC/MR
REVIEWED BY J.M. Razi DATE May 6, 1982
RDS☐or XDS☐EXT. DATE
IS AUTH. REASON(63)
ENDORSE EXISTING MARKING ☐
DECLASSIFIED ☐
RELEASE ☐
AUG 1 P 1956
FILED

ACTION COPY — DEPARTMENT OF STATE

The action office must return this permanent record copy to DC/R duly filled with an endorsement of action taken.

This Document Must Be Returned to DC/R Central Files
773.5-MSP/7-2755
CONFIDENTIAL FILE

CONFIDENTIAL
(Classification)

DECLASSIFIED

1. Article 1, paragraph 2. The Libyans, including the Finance Minister, an acknowledged language expert and the Federal Personnel Officer, held that the Arabic language, as used in Libya, has but one word, muwaẓẓafin, to express the inclusive term "personnel", although this word may also mean "officials". The alternatives as used in Libyan personnel regulations, all have specific and restricted meanings and are not used for the general concept of "personnel". Since the Embassy has no fear that the word could be used to limit "personnel" to "officials", as this term is understood in English, the matter was dropped.

2. Paragraph 3. The Libyans acknowledged this error and it will be noted that the Arabic has been changed to read, in translation, "...on behalf of the two Governments"

3. Paragraph 4. The substitution of a hamzah for a shaddah was a typographical error and has been corrected.

4. Article II, paragraph 1b. This was conceded to be a possible mistranslation and has been changed, as suggested, to "allati tulabat aw tutlab", although the latter might better be rendered in English as "which have been or are requested" and the Libyans felt that matlubah was by no means incorrect.

5. Article III, paragraph 2. The word muwaẓẓafīn remains (see Article I, Paragraph 2, above).

6. Article IV - heading. The Libyans maintain that the word tahwil carries the sense of a "transfer" (as well as possibly "exchange") while tabdil is always used as the technical term to express the concept of exchange or conversion of currency. The latter word was allowed to remain.

7. Paragraph 1, line 1. The Libyans agreed to abandon the word taghyīr but preferred tabdil to tahwil as a substitute for the reason noted above. Similarly, in the last line, al-taghyīr was replaced with al-tabdil.

8. Since the Department agreed in telegram No. 475 to the elimination of one of the Memoranda of Understanding, the suggested changes for that one were no longer pertinent. With respect to the Memorandum of Understanding which was signed, muwaẓẓafīn was retained in Paragraph 2, as above. As for the suggestion that mutasāwiyayn fi i'timādihimā be substituted for mutasāwin fi i'timādihi, the Libyans held that not only is it customary in Libya to use the singular or plural rather than the dual form in contexts such as this, but that there is classical grammatical sanction for the practice. The latter form was therefore retained.

For the Ambassador:

David G. Nes
First Secretary of Embassy

Enclosures: 1 - General Agreement
2 - Memo. of Understanding
3 - Note regarding Agreement

cc: Benghazi

CONFIDENTIAL

DECLASSIFIED

Enclosure #1,
Dispatch #44
July 27, 1955
from Tripoli

NL/A
RM/A

DECLASSIFIED

GENERAL AGREEMENT

FOR TECHNICAL COOPERATION

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

The Government of the United States of America and the Government of the United Kingdom of Libya,

Considering that the peoples of the United States and of Libya have a common interest in economic and social progress and that their cooperative efforts to exchange technical knowledge and skills will assist in achieving that objective, and

Considering that the interchange of technical knowledge and skills will strengthen the mutual security of both peoples and develop their resources in the interest of maintaining their security and independence, and

Considering that the Government of the United States and the Government of Libya have agreed to join in promoting international understanding and good will and in maintaining world peace, and to undertake such action as they may mutually agree upon to eliminate causes for international tension,

Have agreed as follows:

ARTICLE I. TECHNICAL COOPERATION PROGRAMS AND PROJECTS

1. The Government of the United States and the Government of Libya undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Libya.

/The furnishing

DECLASSIFIED

DECLASSIFIED

The furnishing of any technical assistance by the Government of the United States to the Government of Libya under this Agreement will be based on requests to be made by the Government of Libya and approved by the Government of the United States, and will be subject to the terms and conditions prescribed by any applicable United States legislation. The obligations of the Government of the United States in connection with the activities conducted pursuant to this Agreement shall be carried out by such agency or agencies as that Government may designate for that purpose.

2. The Government of Libya agrees to receive personnel to be provided by the Government of the United States and acceptable to the Government of Libya, who will discharge the responsibilities of the Government of the United States under this Agreement; provided, that the stay in Libya of any individual brought into Libya by the Government of the United States for the purposes of this Agreement shall be contingent upon his continuing acceptability to the Government of Libya. The Government of the United States may constitute such personnel as a mission which shall bear such title as the Government of the United States may designate and which may be headed by an official who shall be selected and assigned by, and whose title shall be designated by, the Government of the United States. The Government of Libya will give full cooperation to such personnel and provide them such access within Libya as may be necessary for observation and survey of the carrying out of this Agreement, including the use of assistance furnished under it.

3. Particular technical cooperation programs and projects may be carried out pursuant to the provisions of such separate written agreements or understandings as may be concluded between the two Governments. Such subsidiary agreements may be executed by representatives of any agency of the Government of the United States referred to above and of any agency of the Government of Libya or by other duly designated representatives of the respective Governments. These agreements may establish such administrative arrangements and agencies, and may make provision for such contributions on behalf of the two Governments as may be necessary and consistent with the laws of the two countries. Program and project agreements may include provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, the contributions of each party to the cost of the program or project, the furnishing of detailed information of the character described

/in Article

DECLASSIFIED

DECLASSIFIED

in Article II, Paragraph 1, and such other matters as may be considered appropriate.

4. The Government of Libya through its duly designated representatives, in cooperation with duly designated representatives of the Government of the United States and with representatives of appropriate international organizations, will endeavor to achieve to the maximum extent possible full coordination and integration of all technical cooperation programs which may be carried on in Libya.

5. The Government of Libya will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with the program carried on under this Agreement.

6. The Government of Libya will endeavor to make effective use of the results of technical cooperation programs and projects carried on in Libya in cooperation with the Government of the United States.

7. The Government of Libya agrees to bear a fair share of the cost of technical cooperation programs and projects.

ARTICLE II. INFORMATION AND PUBLICITY

1. The Government of Libya will communicate to the Government of the United States in a form and at intervals to be mutually agreed upon:

a. Information concerning projects, programs, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment, and services provided thereunder;

b. Information regarding technical assistance which has been or is being requested of other countries or of international organizations insofar as such information is needful or appropriate to the implementation of Article 1, Paragraph 4 of this Agreement.

2. Not less frequently than once a year, the Government of the United States and Libya will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

/3. The

DECLASSIFIED

DECLASSIFIED

3. The Governments of the United States and Libya will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

ARTICLE III. RIGHTS AND EXEMPTIONS

1. Any supplies, materials, equipment or funds introduced into Libya by the Government of the United States for purposes of any program or project conducted pursuant to this Agreement shall be admitted into Libya free of any customs duties and import taxes and shall be exempt from any other taxes, service charges, investment or deposit requirements, and currency controls.

2. All personnel (other than citizens and residents of Libya) whether employees of the Government of the United States, individuals and employees of public or private organizations under contract with the Government of Libya or its agencies or the Government of the United States or its agencies, who are present in Libya to perform work in connection with this Agreement and whose entrance into the country has been approved by the Government of Libya, shall be exempt from income and social security taxes levied under the laws of Libya with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, from property taxes on personal movable property intended for their own use, and, except as may otherwise be agreed between the two Governments, from the payment of any tariff or duty upon personal or household goods or their private motor vehicles brought into Libya for the personal use of themselves and members of their families; provided that such exemption from any tariff or duty shall not apply to such personal or household property or private motor vehicles which any of such personnel may sell in Libya to any persons not entitled to such exemptions.

ARTICLE IV. EXCHANGE AND PROTECTION OF UNITED STATES FUNDS

1. Funds introduced into Libya by the Government of the United States for purposes of this Agreement may be converted into Libyan pounds at the highest rate of Libyan pounds to United States dollars which, at the time the conversion is made, is not unlawful.

/2. The two

DECLASSIFIED

DECLASSIFIED

2. The two Governments will establish procedures whereby the Government of Libya will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

ARTICLE V. GENERAL PROVISIONS

1. This Agreement shall enter into force on the date on which it is signed. It shall remain in force until 90 days after the receipt by either Government of notice in writing of the intention of the other to terminate the Agreement.

2. The two Governments shall, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. Subsidiary program and project agreements and other agreements and arrangements which may be concluded may remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two Governments may make.

4. This Agreement supersedes the Point Four Agreement for Technical Cooperation between the United States and Libya, signed at Tripoli on January 21, 1952. Program and project agreements subsidiary to the Point Four Agreement of January 21, 1952 shall, however, continue in effect in accordance with their terms unless otherwise agreed, except that provisions therein inconsistent with this Agreement or relating to the Libyan-American Technical Assistance Service (LATAS) shall be of no further force and effect after July 31, 1955. Unexpended balances of funds contributed to LATAS in accordance with the Point Four Agreement of January 21, 1952 and program and project agreements subsidiary thereto shall on July 31, 1955 revert to the respective contributors for use, unless otherwise agreed, for the purpose for which contributed; other remaining assets of LATAS shall be transferred to the Government of Libya or such other entities as may be agreed by authorized representatives of the Governments of the United States and Libya for use, unless otherwise agreed, for purposes stated in the afore-mentioned Point Four Agreement and program and project agreements subsidiary thereto.

5. This Agreement is complementary to and does not supersede existing agreements between the two Governments except as provided in Paragraph 4 of this Article

/and except

DECLASSIFIED

DECLASSIFIED

and except insofar as other agreements are inconsistent herewith.

DONE in duplicate, in the English and Arabic languages, at Tripoli, this twenty-first day of July 1955.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

s/John L. Tappin
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

s/Ben Halim
Prime Minister and Minister of Foreign Affairs

DECLASSIFIED

Enclosure #2
Despatch #44
July 27, 1955
from Tripoli

DECLASSIFIED

MEMORANDUM OF UNDERSTANDING

With respect to the General Agreement For Technical Cooperation Between the Government of the United States of America and the Government of the United Kingdom of Libya signed at Tripoli on July 21, 1955, hereinafter referred to as "the Agreement", the Government of the United States of America and the Government of the United Kingdom of Libya have reached the following understanding concerning Article III of the Agreement:

It is the intention of both Governments that the exemption from the payment of any tariff or duty upon personal or household goods or private motor vehicles, as provided in Paragraph 2 of Article III of the Agreement, shall be limited with respect to non-American personnel to personal or household goods or private motor vehicles brought into Libya at the time of their first arrival or at the time of the first arrival of their dependents to join them; provided, that in general the term "first arrival" shall be interpreted to include a period of up to one year following the arrival of such non-American personnel, or following that of their dependents, whichever is later; and provided further that these privileges do not apply to any personnel whose salaries are not paid directly by the Government of the United States.

Done in duplicate at Tripoli in the English and Arabic languages, both texts being equally authentic, the twenty-first day of July, 1955.

For the Government of the United States of America:

s/ John L. Tappin

For the Government of the United Kingdom of Libya:

s/Ben Halim

DECLASSIFIED

Enclosure #3
Despatch #44
July 27, 1955
from Tripoli

DECLASSIFIED

American Embassy,
Tripoli, July 21, 1955.

Excellency:

I have the honor to refer to the General Agreement for Technical Cooperation between our two Governments which was signed at Tripoli on July 21h 1955.

I have the further honor to inform your Excellency's Government that my Government has, pursuant to paragraph 1 of Article I of that Agreement, designated the International Cooperation Administration as the agency which will carry out the obligations of my Government pursuant to the Agreement; and also that pursuant to paragraph 2 of Article I, my Government has designated the group of technicians and specialists to be provided by my Government as the "United States Operations Mission to Libya" and will use the title of "Director" for the official heading that Mission. The International Cooperation Administration will carry out its activities in Libya through the above-mentioned Mission.

Accept, Excellency, the renewed assurances of my highest consideration.

His Excellency
Mustafa Ben Halim,
Prime Minister and Minister of Foreign Affairs
of the United Kingdom of Libya,
Tripoli.

DECLASSIFIED